

DC-20-04874

Cause no. _____

ONE NETWORK ENTERPRISES, INC. § IN THE DISTRICT COURT
Plaintiff, §
§
v. § I-162ND JUDICIAL DISTRICT
§
METROGISTICS, LLC §
Defendant. § DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION FOR BREACH OF CONTRACT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, One Network Enterprises, Inc., ("Plaintiff") complaining of and about Metrogistics, LLC ("Defendant") and for cause of action would show unto the Court the following:

I. DISCOVERY CONTROL PLAN

Pursuant to Rule 190.4 of the Texas Rules of Civil Procedure, Plaintiff intends discovery to be conducted under Level 3 of the Discovery Control Plan.

II. JURISDICTION AND VENUE

Venue is proper in Dallas County, Texas, because the contract made the basis of this lawsuit was entered into, performable, and payable in Dallas County, Texas, and the services were performed in Dallas County, Texas. In addition, all or a substantial part of the events or omissions giving rise to the claims in this Petition occurred in Dallas County, Texas.

The Court has jurisdiction over the parties and the subject matter of this controversy because the contract forming the basis of this dispute grants Dallas, Texas exclusive jurisdiction and venue over all disputes arising from said contract and the damages sought are within the jurisdictional limits of the Court.

III. PARTIES AND SERVICE

1. Plaintiff is One Network Enterprises, Inc., a Delaware corporation authorized to do business in the State of Texas with its principal place of business in Dallas, Texas.
2. Defendant is Metrologistics, LLC, a Missouri limited liability company, and may be served with citation by serving its registered agent C T Corporation System, 120 South Central Avenue, Clayton, MO 63105, or any other place where Defendant may be found.

IV. FACTS

1. Plaintiff and Defendant, collectively referred to herein as the "Parties", entered into a Master Agreement effective October 13, 2017 that licensed use of Plaintiff's proprietary software to Defendant and set terms for Plaintiff to provide related software implementation and configuration services to Defendant necessary for Defendant's specific operational needs while exploiting the license. Exhibit A.

2. In the course of implementing and configuring Plaintiff's proprietary software to suit Defendant's needs, the Parties executed multiple Order Forms, Statements of Work, and Change Orders pursuant to the Master Agreement subsequent to the effective date. According to the Master Agreement, these documents are both incorporated into the Master Agreement and treated as separate agreements in and of themselves that entitle Plaintiff to legal remedies against Defendant for additional damages incurred in the performance of these agreements. All such ancillary documents executed by the parties are attached hereto as Exhibit B and all documents in Exhibits A and B are hereafter referred to collectively as the "Agreement".

3. Both parties performed under the Agreement successfully for over a year until Defendant began to fail to pay its outstanding balances owed to Plaintiff without notice or cause in November 2018. After falling several months in arrears on overdue payments, Defendant

delivered a written notice purporting to be a notice of intent to terminate the Agreement to the Plaintiff on or about June 4, 2019. Defendant stylized the notice, which amounted to a repudiation of the contract with Plaintiff, as a “termination” notice but willfully failed to state a specific cause, refused to provide any information that would allow Plaintiff to cure any defects in Plaintiff’s performance of the contract despite Plaintiff’s subsequent requests for clarification, and failed to comply with the terms of the Agreement regarding termination for convenience, including the Agreement’s requirement that all outstanding amounts owed be paid in full before notice of termination could be proper.

4. After several unsuccessful attempts by Plaintiff to obtain sufficient information from Defendant to cure any alleged defects in Plaintiff’s performance, Defendant instead sent a “termination” letter to Plaintiff on or about July 25, 2019 in repudiation of the Agreement. Plaintiff sent demand to Defendant for Defendant’s performance of the Agreement on August 3, 2019 via certified mail, return receipt requested in compliance with the terms of the Agreement.

5. Plaintiff denies breaching the contract and has substantially performed its obligations under the contract, including delivering the original product promised in the Master Agreement on or around November 23, 2018. Defendant, however, has willfully failed to adequately perform under the Agreement by: (1) failing to make payments timely as required under the Agreement then subsequently refusing to make any payments, (2) failing to cooperate with and communicate with Plaintiff to facilitate the proper performance of software implementation and configuration services as required under the Agreement, (3) misrepresenting Defendant’s repudiation of the contract as a termination for cause when no cause exists, and (4) creating circumstances in order to make it impossible for Plaintiff to complete Plaintiff’s performance under the Agreement.

V. BREACH OF CONTRACT

Plaintiff incorporates its factual allegations contained in this Petition to assert a claim against Defendant for breach of contract. The parties entered into a valid, enforceable contract and Defendant has breached that Agreement and communicated in writing that it intends to continue to breach indefinitely without complying with the terms for termination provided in the written Agreement. Plaintiff has suffered damages from its performance under the contract and will continue to suffer damages into the future as a result of Defendant's repudiation.

All conditions precedent to Plaintiff's claims against the Defendant have occurred, been performed, satisfied, or otherwise fulfilled.

VI. DAMAGES

As a direct and proximate result of Defendant's breach of contract, Plaintiff was caused to suffer the following damages:

1. Actual damages in the amount of **\$2,097,700.00**;
2. Attorney's fees;
3. Costs of suit, including but not limited to any court costs associated with filing and/or prosecuting this action;
4. Prejudgment and post-judgment interest; and
5. All other relief, in law and in equity, to which Plaintiff may be entitled.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff One Network Enterprises, Inc. respectfully prays that Defendant Metrologistics, LLC be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for Plaintiff against Defendant, for damages in an amount within the jurisdictional limits of the Court, together with pre-judgment

interest (from the date of breach through the date of judgment) at the maximum rate allowed by law; post-judgment interest at the legal rate; costs of court; and such other and further relief to which Plaintiff may be entitled at law or in equity.

Respectfully submitted,

**GRABLE MARTIN FULTON, PLLC
ATTORNEYS FOR PLAINTIFF**

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MASTER AGREEMENT

EXHIBIT A

This Master Agreement (the "Agreement") is made as of 10/13/2017 (the "Effective Date") by and between One Network Enterprises, Inc., a Delaware corporation ("Licensor"), and Metrologistics, LLC, a Missouri limited liability company ("Licensee").

Each Order Form and Statement of Work hereunder is to be separately executed and when so executed is incorporated by reference and shall become a part of this Agreement. Terms and conditions in any such document shall supersede any conflicting terms and conditions in this Agreement. Each Order Form and Statement of Work, together with the terms and conditions of this Agreement, shall constitute and be construed as a separate agreement.

BACKGROUND

Licensor has developed an Internet-based system that runs on proprietary and third party software and is marketed under the service mark "One Network."

Licensor wishes to provide access to One Network to the Licensee in accordance with the terms contained herein. In consideration of the mutual covenants and obligations set forth below, the parties agree as follows:

1. Definitions.

- (a) "Authorized User" means a specific Licensee employee, consultant or independent contractor who has received a valid Password from the Licensee's Use Administrator.
- (b) "Documentation" means the provided user and reference manuals for the Licensed Products.
- (c) "Enhancement" means any modifications, derivative works, variations or revisions of One Network that Licensor reasonably determines not to be a "New Product" and which Licensor intends to provide to its licensees at no additional cost.
- (d) "Licensed Products" shall mean the products, modules and services set forth on an applicable Order Form.
- (e) "New Products" shall mean modifications, variations, revisions, products, modules and/or components provided by Licensor that may be used in connection with the use of One Network and for which Licensor will charge additional fees for use, subject to the parties entering into a separate agreement covering terms of use and pricing for such New Products. New products and services that are merely re-packaging of existing products and services or are patches or fixes to the same—without increasing functionality—shall not be deemed to be "New Products" hereunder.
- (f) "One Network" is comprised of the features and functionality made available by Licensor via the One Network System, as such features and functionality may be modified from time to time as set forth below.
- (g) "One Network Content" means Licensor proprietary information, materials, databases and other content (other than Third Party Content), which is made available to Licensee and each Authorized User through One Network.
- (h) "One Network System" means the Licensor proprietary software and hardware configuration, as well as certain functionality provided by third parties that generates, enables and serves One Network, including all Enhancements and New Products.
- (i) "Order Form" means a document by which Licensee orders Licensed Products.
- (j) "Password" shall refer to a unique password given to an Authorized User by the Use Administrator that permits a single individual to access One Network. Passwords may not be shared.
- (k) "Professional Services" has the meaning set forth in Section 2(d).
- (l) "Site" means the One Network site on the World Wide Web on which Authorized Users may access One Network (initially, www.onenetwork.com).

- (m) "Site Content" means the One Network Content and the Third Party Content.
- (n) "Statement of Work" means a document by which Licensee orders Professional Services.
- (o) "Term" has the meaning set forth in Section 4(a).
- (p) "Third Party Content" means content created by or received from parties other than Licenser for use and/or display on One Network.
- (q) "Use Administrator" shall mean the person designated to administer the use of One Network by Licensee's Authorized Users.

2. Licenses and Services.

- (a) License and Subscription Grant. During the Term of this Agreement, Licenser grants Licensee and its Authorized Users a non-exclusive, non-transferable, right and license, solely for Licensee's internal business purposes, to access and use the Site and the Site Content related to the Licensed Products.
- (b) Support of Licensed Products. A license to the Licensed Products includes support, maintenance, and service levels provided in accordance with Licenser's Support, Maintenance and Service Levels terms attached hereto, and incorporated herein by reference, as Exhibit A.
- (c) Professional Services. Licenser may from time to time provide professional services and/or training subject to availability, to Licensee at the rates and on the terms and conditions set forth on an applicable Statement of Work (including the product of such services, the "Professional Services"). Licenser grants Licensee a non-exclusive, non-transferable license to use the results of the Professional Services solely with the Licensed Products pursuant to the terms and conditions of this Agreement and not for distribution or resale to third parties.

(d) Restrictions. Licensee agrees to use reasonable efforts to ensure that neither One Network nor the Site Content is any way distributed to, or accessed by, any third party who is not an Authorized User. Licensee shall not rent, lease, sublicense, distribute, transfer, timeshare, copy, reproduce, display, reverse-engineer, create derivative works or otherwise modify the Licensed Products, the Site, the One Network System or the Site Content or any portion thereof, or use such as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution outside of the Authorized Users. Licensee agrees not to demonstrate or disclose the results of any testing or benchmarking of the Licensed Products, the Site, the One Network System, or Site Content to any third party, which information will constitute Confidential Information of Licenser, without Licenser's prior written permission. Licenser reserves all rights not expressly granted to Licensee in this Section 2.

3. Fees and Payment.

(a) Fees. Licensee agrees to pay to Licenser the fees and charges set forth on any applicable Order Form or Statement of Work attached hereto. Such fees shall be invoiced and due as set forth on the applicable Order Form or Statement of Work. Unless otherwise stated on an applicable Statement of Work, Licenser will invoice Licensee for Professional Services based on Licenser's then current list rate.

(b) Payment/Timing. All fees paid by Licensee to Licenser during the Term shall be non-refundable. All amounts required to be paid to Licenser hereunder shall be paid in US dollars within thirty (30) days from the date of the applicable Licenser invoice, unless otherwise stated in an applicable Order Form or Statement of Work. Licensee also agrees to pay all reasonable travel and out of pocket expenses incurred by Licenser under this Agreement. All amounts due hereunder are net amounts, and Licensee agrees that it will be responsible for all sales, use or services taxes of any kind, with the exception of taxes due on Licenser's income. If any of Licenser's invoices to Licensee have not been disputed and remain unpaid for more than thirty (30) days after the invoice date, Licenser may restrict any Authorized User's access to One Network, provided that both (i) Licenser gives Licensee no less than ten (10) days advance written notice of Licensee's failure to pay and Licenser's intention to so restrict access and (ii) Licensee fails to pay or dispute the invoiced but undisputed and unpaid amount within ten (10) days of the date the written notice from Licenser was given.

4. Term and Termination.

(a) Term. This Agreement and any Order Form or Statement of Work shall continue in effect unless terminated as set forth below (the "Term") or by agreement of the parties. In the event there is no Statement

of Work or Order Form then in effect, Licensee shall be entitled to terminate this Agreement by notice in writing of no less than three (3) months without any penalty or other liability arising therefrom.

(b) Termination for Cause. Lessor or Licensee may terminate this Agreement and any Order Forms and Statements of Work upon forty-five (45) days' written notice of a material breach of this Agreement if such breach is not cured within such forty-five (45) day period; provided, however, that any willful unauthorized access, use, copying, disclosure, distribution, or sublicensing of the Licensed Products, the Site, the One Network System, Site Content or any related methods, algorithms, techniques, or processes by Licensee or any of its Authorized Users will be deemed a material breach of this Agreement that cannot be cured.

(c) Obligations Upon Expiration or Termination. Upon the expiration or termination of this Agreement: (i) each party will return to the other party any Confidential Information of the other party (or at the request of the disclosing party, destroy such information and certify such destruction in writing to the other party); (ii) Licensee will disable any hypertext link between the Licensee site on the World Wide Web to One Network and/or the Site; and (iii) Licensee and each Authorized User will no longer be provided access to One Network or the Site and shall immediately return to Lessor all copies of the Licensed Products, the Site Content and the related documentation in its possession or control; provided, however, that at Licensee's request, and continuing for a period of up to six (6) months following such termination or expiration (the "Termination Assistance Period"), Lessor will continue to provide services to Licensee relating to the Licensed Products as provided under the applicable Order Form and provide to Licensee, or at Licensee's request to Licensee's designee, such reasonable termination assistance as may be requested by Licensee to facilitate the orderly transfer of the services and functionality provided by Lessor and the Licensed Products under this Agreement to Licensee or its designee. Such assistance, if requested, will be provided during the Termination Assistance Period in accordance with Lessor's customary rates of \$230 per hour for Licensee support related assistance, and \$230 per hour for technical, programming, and project management related assistance. The above notwithstanding, if the Lessor terminates the Agreement For Cause, the Lessor is not obligated to provide any Termination Assistance Period. In addition, upon Licensee's request, Lessor will provide Licensee with a copy of the most recent back up of any of Licensee's Confidential Information in a format reasonably agreed upon by the parties, and will make commercially reasonable efforts to assist Licensee in the transition of such Licensee's Confidential Information as reasonably requested by Licensee for mutually agreed upon fees. Upon request, either party will, within ten (10) days of termination, certify in writing its compliance with this Paragraph 4(c) to the other party. Any unpaid fees owed by Licensee to Lessor at the time of termination, shall accelerate and be due and payable on the effective termination date, provided that the related products or services for which such payment is due have been provided to the Licensee.

(d) The following provisions will survive any termination or expiration of this Agreement: 4 ("Term and Termination"), 5 ("Proprietary Rights"), 7 ("Disclaimer"), 8 ("Limitation of Liability"), 9 ("Indemnification"), 10 ("Confidential Information"), and 11 ("General Conditions").

5. Proprietary Rights.

(a) All intellectual property rights, title and interest in and to the Licensed Products, One Network, the Site, the One Network System and the Site Content and related documentation (including any Enhancements, New and Derivative Products and any software and/or databases contained therein, including without limitation, compilations and expressions of distinctive and creative formats, or authorized copies thereof and business process definitions and technology within the intellectual property of Lessor) shall remain exclusively with Lessor and its licensors, as applicable. Licensee agrees to ensure that each authorized copy of any portion of the Site Content will contain the same proprietary notices that appear on One Network or the Site. In addition, unless the parties mutually agree otherwise in writing, Lessor will own all rights, title, and interest in the Professional Services, including all rights, title, and interest in all worldwide copyrights, trade secrets, trademarks, patents, confidential and proprietary rights therein, but not in any document or deliverable prepared, produced, or generated specifically for Licensee as part of the Professional Services, which such documents or deliverables shall be deemed "works for hire" and Licensee shall, in any event, be and become the sole owner thereof- for purposes of clarity, this excludes all software, Network Services, and solution IP which is retained by Lessor. Licensee hereby assigns to Lessor without further consideration, ownership of all intellectual property rights in such Professional Services, or any improvement, modification, derivatives or enhancement thereto, subject to the exception noted in the immediately preceding sentence.

(b) Lessor shall release, and be deemed to have released, to Licensee the Licensed Products, and shall grant, and be deemed to have granted, to Licensee a non-distributable, non-exclusive, irrevocable,

worldwide, perpetual license to copy, alter and use the source and object code thereof to support its license of the Licensed Products as set forth in this Agreement and for internal development, maintenance, and support purposes ("Grant of the Licensed Products License") if any of the following (each a "Release Event") occurs:

- (i) Lessor ceases or becomes unable to continue its on-going business operations, or ceases the sale, licensing, maintenance or other support of the Licensed Products;
- (ii) Lessor is the subject of an involuntary or voluntary bankruptcy or receivership proceeding or assigns its assets for the benefit of creditors.

provided, however, that for so long as Licensee continues to use the Licensed Products or its source and object code, Licensee shall pay a monthly payment to Lessor, as described in the applicable Order Form or Statement of Work.

Neither the release nor the Grant of the Licensed Products License shall convey to Licensee, or otherwise be deemed to establish, any right in Licensee to distribute or resell the software or source code to other organizations, except that Licensee may disclose the source and object code to Licensee's independent contractors and agents acting by or on behalf of Licensee, provided that any such use by Licensee's independent contractors or agents shall at all times be in accordance with the terms of this Agreement, including the confidentiality provisions in Section 10.

(c) During the term of this Agreement Lessor shall maintain at no additional cost to Licensee a complete and then-current copy of any and all code the Licensed Products, the Site, the One Network System and the Site Content and any portion thereof (collectively, the "Lessor's Software"), in source code format and a complete and then-current copy of related documentation in escrow with [] ("Escrow Agent"), pursuant to an escrow agreement entered into by and among Lessor, Licensee and the Escrow Agent on or before the Effective Date. Such escrow agreement shall authorize the Escrow Agent to release such source code copy of the Lessor Software and copy of related documentation to Licensee at Licensee's request upon the occurrence of a Release Event. The source code copy of the Lessor Software held in escrow shall be maintained on reproducible media to utilize Lessor's Software as contemplated by this Agreement. Lessor shall deliver any revisions to the source code of the Lessor Software and related documentation to the Escrow Agent within a reasonable time period of effecting such revision, the time period not to exceed 30 days. The Escrow Agent shall maintain copies of both such revised source code of the Lessor Software and related documentation and the source code of the Lessor Software and related documentation immediately preceding such revision.

Lessor hereby grants to Licensee during the term of the applicable Order Form or Statement of Work a nonexclusive and nontransferable (except as otherwise provided herein) license upon the occurrence of a Release Event to, and to allow the Authorized Users to, use, perform, display, modify, execute, copy and distribute the source code of the Lessor Software and related documentation as necessary to continue Licensee's use of the Lessor Software in accordance with this Agreement.

6. Limited Warranties.

(a) Lessor warrants that it either owns or has the right to license in accordance with the terms of this Agreement, the Licensed Products, One Network and One Network Content.

(b) Lessor warrants that the Licensed Products shall conform in all material respects to the Documentation for the duration of the effective period of the associated Order Form. If Lessor is unable to correct such non-conformity within a reasonable time, Licensee's sole and exclusive remedy for a breach of this Section 6(b) shall be to terminate the applicable Order Form and receive a refund of the most recent monthly or quarterly fee payment.

(c) Lessor warrants that the Professional Services shall be of a professional quality conforming to generally accepted industry standards and practices.

7. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES CONTAINED IN SECTION 6 HEREOF, LICENSOR PROVIDES THE LICENSED PRODUCTS, THE PROFESSIONAL SERVICES, ONE NETWORK, THE SITE, THE ONE NETWORK SYSTEM, AND SITE CONTENT ON AN "AS IS" AND "WHERE IS" BASIS. LICENSOR IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE ANY THIRD PARTY CONTENT OR WARRANT THAT ACCESS THERETO WILL BE ERROR FREE, CURRENT, OR UNINTERRUPTED. EXCEPT FOR THE LIMITED WARRANTIES CONTAINED IN SECTION 6 HEREOF, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

8. **Limitation of Liability.** THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY OR LICENSOR'S LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM OR DATA, OR CLAIMS BY ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS SET FORTH IN THIS AGREEMENT. OTHER THAN WITH RESPECT TO LIABILITY ARISING UNDER SECTIONS 3, 9 AND 10 HEREUNDER, OR AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL ACTS OF A PARTY, THE CUMULATIVE AGGREGATE LIABILITY OF EITHER PARTY OR LICENSOR'S LICENSORS FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL MONTHLY FEES PAID TO LICENSOR HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS WITH RESPECT TO THE RELEVANT LICENSED PRODUCT OR PROFESSIONAL SERVICE GIVING RISE TO SUCH LIABILITY.

9. **Indemnification.**

(a) **Indemnification by Licensor.** Licensor, at its expense, shall defend, indemnify and hold harmless the Licensee and its Authorized Users and their officers, directors, employees, agents and contractors from any claim, suit, proceeding or loss, damages or liability of any kind resulting from, arising out of, or related to a claim of U.S. copyright, trademark, patent, trade secret or other proprietary right infringement by the Licensed Products, the Site, the One Network System or the Site Content; provided that Licensee provides Licensor with prompt notice of such claims, and provides Licensor with reasonable cooperation with such claims; and provided further that Licensor shall not be liable to the Licensee or its Authorized Users under the terms of this Section 9(a) if any infringement or claim is based upon: (i) the use of Licensed Products in violation of the license granted under this Agreement; (ii) any alteration or modification of Licensed Products by Licensee; (iii) use of superseded, altered or allegedly infringing versions or releases of Licensed Products or any portion thereof if such alleged infringement could be avoided by the use of a different version made available by Licensor free of additional charges to Licensee; or (iv) any information, design, specification, instruction, software, data, or material not furnished by Licensor. If any Licensed Product or Professional Services becomes, or in Licensor's opinion may become, subject to any claim of infringement of any third party intellectual property right, then Licensor at its option may: (x) procure for the Licensee the right to continue to use the Licensed Product or Professional Services; (y) replace or modify the affected Licensed Product or Professional Services in a manner that provides Licensee with substantially similar functionality; or if neither (x) nor (y) can be accomplished in a commercially reasonable manner, terminate the license for the affected portion of the Licensed Products or Professional Services and refund the affected portion of the license or services fees received by Licensor during the previous twelve (12) months. LICENSEE ACKNOWLEDGES THAT THE FOREGOING INDEMNITY AND LIMITED REMEDY IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND RECOURSE WITH RESPECT TO THE WARRANTY SET FORTH IN SECTION 6(A) OF THIS AGREEMENT AND TO THE INFRINGEMENT BY ONE NETWORK OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(b) **Indemnification by Licensee.** Except as set forth in Section 9(a) above, Licensee agrees to defend and indemnify Licensor and its respective affiliates, and all of its officers, directors, shareholders, legal representatives, employees, contractors, successors, assigns, and agents, at Licensee's expense, and hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses or liability of any kind (including reasonable attorneys' fees and litigation expenses) as they are incurred from any claim, suit, proceeding or loss, damages or liability of any kind resulting from, arising out of,

or related to Licensee's and the Licensee's Authorized Users' unauthorized use of One Network, the Site, the One Network System or the Site Content (including without limitation the unauthorized use of a Password provided by any Authorized User to an unauthorized person, or the negligence of any Authorized User which causes a third party to obtain unauthorized access to a Password); provided that Licensor provides the Licensee with prompt notice of such claims, and provides Licensee with reasonable cooperation with such claims. Licensee shall not settle or otherwise dispose of any matter that is subject to indemnification by it without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Licensor reserves the right to assume the exclusive defense and control of any matter subject to indemnification by Licensee, but agrees to be and become responsible for any legal or other professional fees associated with such representation if it chooses to assume such exclusive defense and control.

(c) One Network is a Venue. Licensee acknowledges that the Site acts only as a venue for companies to manage their operations and logistics services and that Licensor is not involved in the actual transactions between any such company. In connection with operating the multi-party Site and enabling other parties to collaborate with Licensee, Licensor shall make known Licensee's connection to the Site. Licensor has no control over the quality, safety or legality of the goods or services purchased and sold among any such companies ("Control Limits"). In the event that a Licensee has a dispute with another such company regarding a matter within the Control Limits, Licensee hereby releases and holds harmless Licensor (and its agents, employees and third party partners) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and suspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Nothing contained in this Agreement or in the use or operation of One Network is intended to create a joint venture, partnership, employment or agency relationship between a company and Licensor.

10. Confidential Information.

(a) Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means any and all (i) technical and non-technical information including patent, trade secret and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment and algorithms (including, but not limited to, in the case of Licensor, those related to One Network, the Site, the One Network System, Site Content, and related documentation); (ii) information relating to either party's costs, prices and names, finances, marketing plans, business opportunities, personnel, Licensees, vendors, carriers, contracts, research, development or know-how; (iii) information designated Confidential Information pursuant to this Agreement; and (iv) information that a reasonable person would deem to be proprietary and/or confidential. Notwithstanding the foregoing, "Confidential Information" shall not include information that: (1) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the disclosing party; (2) is known and has been reduced to tangible form by the disclosing party at the time of disclosure and is not subject to restriction; (3) is independently learned or developed by either party without use of the Confidential Information; or (4) is lawfully obtained from a third party who has the right to make such disclosure without restriction as to confidentiality. Without limiting the foregoing, "Confidential Information" of Licensee shall be understood to include the identity of all Licensee's vendors and carriers, all agreements, contracts, and data regarding the same, and all shipping details or data (including, but not limited to, pricing, carrier, origin and destination) and any related notes, as the same may be uploaded, stored, or recorded by Licensor, by One Network, the Site, or the One Network System, or as part of the One Network Content. For the avoidance of doubt, the parties acknowledge and agree that nothing herein shall be deemed to prohibit Licensor from posting, listing, or otherwise using the name or identifying information of individual vendors or carriers for purposes of coordinating transactions with Licensee on the One Network System.

(b) Nondisclosure and Nonuse Obligation. Each party agrees that it will not and will ensure that its employees, agents and contractors will not make use of, disseminate, or in any way disclose any Confidential Information of the other party to any person, firm or business, except as necessary to fulfill their respective obligations hereunder and for any purpose the disclosing party may hereafter authorize in writing or as mandated to be disclosed by law. If the Confidential Information is mandated to be disclosed by law then the disclosing party will give the other party immediate notice to allow that party time to attempt to enjoin the production of such information. Each party agrees that it will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information of a similar nature, but in all cases not less than reasonable care.

11. General Conditions.

(a) Governing Law. This Agreement and any disputes under, relating to, associated with or arising in connection with this Agreement shall be governed by, construed and resolved under Texas law without giving effect to any conflict of law principles that would result in the application of the laws of any other jurisdiction. All disputes shall be subject to the exclusive jurisdiction and venue of the state and federal courts in Dallas, Texas, and the parties consent to the personal and exclusive jurisdiction of these courts and waive any right to contest such jurisdiction and venue.

(b) Non-Recruitment; Non-Solicitation of Employees. Lessor and Licensee recognize and acknowledge that their employees possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit or employ, either directly or indirectly, a present employee of the other party during the term of this Agreement and one (1) year after without the other party's prior written consent.

(c) Claim Period. The parties agree that a claim brought under or with respect to this Agreement must be filed within two (2) years after the claim accrues or the claim will be forever barred. No suit or claim may be maintained unless the party seeking to bring the suit or claim notified the other party of the facts or circumstances forming the basis of such claim within ninety (90) days of the date on which the claiming party first became aware of the same; provided, however, no such notice, to be effective, need state that a claim or suit is contemplated or otherwise identify the theory of such claim. If facts or circumstances are part of an ongoing or continuing series of related events, but would in any given period give rise to a claim, the notifying party need only give notice once to preserve its rights to bring a claim, but for purposes of calculating the two year period of limitation specified in the first sentence, each instance shall be deemed to give rise to a separate and distinct claim, all of which may be litigated or prosecuted in the same suit or claim.

(d) Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

(e) Severability. If any provision in this Agreement is held by a court having competent jurisdiction to be invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. Moreover, the parties shall negotiate in good faith to replace an unenforceable provision with an enforceable provision.

(f) Assignment. Neither party shall assign this Agreement or any right or obligation hereunder, and no attempted assignment shall be effective, without the prior written consent of the other party; provided, however, that this Agreement may be assigned, with notice to the other party, to a purchaser of all or substantially all of the assets or outstanding capital stock of such party whether by merger, consolidation or otherwise. Any authorized assignee shall be bound by and subject to all of the terms and provisions of this Agreement. This Agreement shall inure to the benefit of the respective parties, their legal representatives, successors and permitted assigns.

(g) Compliance with Laws. Each party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including but not limited to any export laws and regulations of the United States.

(h) Force Majeure. With the exception of the payment of monies owed, if by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, internet availability, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages suffered or incurred by the other party due to the above causes.

(i) Data. Lessor will maintain Licensee's data within the hosted system for a period of six (6) months. Lessor will archive Licensee's data until such data becomes older than one (1) year, whereupon Lessor

may purge such data. Licensee may engage Licenser to query data at rates to be agreed. Licensee acknowledges that Licenser may compile the aggregate data related to Licensee's usage of the Licensed Products, and that Licenser may disclose such aggregate data to third parties to the extent that neither Licensee nor any trading partner of Licensee may be identified as the source of such data.

(j) Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier, by facsimile or by registered mail, return receipt requested, to the addresses set forth below or to such other address of the parties designated in writing in accordance with this subsection and shall be effective upon receipt:

One Network Enterprises, Inc.
4055 Valley View Lane, Suite 1000
Dallas, TX 75244
Attention: Legal Department

Metrologistics, LLC
110 Rock Cliff Ct.
St. Louis, MO 63123
Attn: Bill Billiter

(k) Technical Audit. Licensee agrees to allow Licenser, with reasonable prior notice, to enter Licensee's premises during normal business hours to review pertinent documentation and information and access the Licensed Products as installed at Licensee's location, to verify Licensee's compliance with this Agreement.

(l) Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes prior proposals, agreements, and representations between them, whether written or oral, relating to the subject matter contained herein. Neither party has relied on any statement, representation or agreement of the other party except for those expressly contained in this Agreement. Terms and conditions in this Agreement supersede and replace any and all terms and conditions set forth on any purchase order, invoice, requests for proposal or information or other similar document. This Agreement may be changed only if agreed to in writing and signed by an authorized signatory of each party.

(n) Notice of U.S. Government Restricted Rights. If the Licensee hereunder is the U.S. Government, or if the Licensed Products are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Licensed Software and related Documentation are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: U.S. GOVERNMENT RESTRICTED RIGHTS. Licensed Software and Documentation, delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Licensed Software and Documentation by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987). If the license hereunder is acquired by or on behalf of units of the Department of Defense ("DOD"), the license shall be subject to the terms of this Agreement as specified in the DOD FAR Supplement 227.7202-2. The owner and Licenser is One Network Enterprises, Inc. 4055 Valley View Lane, Suite 1000, Dallas, Texas 75244.

(o) Prevailing Party. In the event any party hereto fails to perform any of its obligations under this Agreement, the defaulting party (or otherwise non-prevailing party) shall pay any and all costs and expenses incurred by the other parties in enforcing or establishing their rights hereunder, including, without limitation, court costs and reasonable attorneys' fees regardless of whether suit was filed.

The parties have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date.

METROGISTICS, LLC

By:



Authorized Signatory

Name: William Billie

Title: CEO

ONE NETWORK ENTERPRISES, INC.

By:



Authorized Signatory

Name: Greg Brady

Title: CEO

**ORDER FORM
LICENSED PRODUCTS**

Order Form # _1_

Licensee Name:

This Order Form is attached to and becomes, upon execution by both parties below, a part of the Master Agreement between Licensor and Licensee.

I. Software.

Licensed Products	Number of Authorized Users	Monthly Fee	Initial Activation Fee	Transaction Fees	License Period
TMS and Transportation Planning - Shipment Creation and Visibility - Shipment Buy and Sell Rating - Shipment Planning - Shipment Track & Trace - Yard Management - Financial Reconciliation Order Management for Order Creation, management and visibility.	NA	\$29,500 for up to 27,000 vehicle moves per month	See SOW No. 1.	\$1 per vehicle move for each vehicle move over 27,000 per month*	5 Years from Effective Date
Standard Data Warehouse	NA	\$2,500	See SOW No. 1	NA	5 Years from Effective Date

The commencement of the Network Access fees in this Order Form is dependent on successful completion and acceptance of the Visioning Workshop deliverables. The Effective Date is defined as the date of initial User Acceptance Test Licensee acceptance.

*The Parties agree to develop a joint report to track and monitor total vehicle moves, for purposes of clarity, a vehicle move includes original pick up to final destination of each unique vehicle identification number (VIN). Each month, in arrears, the parties will reconcile the total vehicle moves and the fees paid.

Commencing the first anniversary of the date this Order Form is executed and continuing each anniversary thereafter, for so long as this Order Form is in effect, hosting and license fees may be increased by the greater of (x) 5% and (y) the amount equal to the cost of living increases based on increases in the Consumer Price Index Urban (hereinafter the "CPIU"). The CPIU shall be the same percentage of increase for all urban consumers unadjusted using the reference base 1982-1984 = 100 published by the Bureau of Labor Statistics, U.S. Department of Labor, and based upon the percentage change in the CPIU for the Dallas/Fort Worth Area of the United States ("Area") for the preceding twelve (12) months. In the event the foregoing Area CPIU is not available for any reason, the parties agree to utilize the "U.S. City Average." The parties agree to utilize the foregoing CPIU for the month prior to the first adjustment date, and for the same month annually thereafter, recognizing that the Bureau of Labor statistics of the U.S. Department of Labor may not have the CPIU data available for release until several months after the fact. Should the U.S. Department of Labor, Bureau of Labor Statistics, abolish, modify or otherwise replace the CPIU with an

equivalent index, the Parties agree to substitute the new index for the CPIU. Further, if the base 1982-1984 = 100 is changed by the U.S. Department of Labor, the parties agree to apply the new base to all subsequent CPIU adjustment calculations. This Order Form shall be in effect for a period of time equal to the License Period specified above, at the end of which, this Order Form shall automatically renew for successive periods of one (1) year at a time, unless either (x) Licensee gives Lessor, no less than thirty (30) days prior to the end of the then-current effective period, written notice of its intent that this Order Form not renew, in which case, this Order Form shall cease being effective as of the end of the then-current effective period, or (y) the Master Agreement is terminated in accordance with its terms, in which case this Order Form shall cease being effective as of the date of termination thereof.

For the period from Order Form execution until the Effective date, Licensee will pay a monthly Network Access fee of \$8,000. The Total Initial Fees of \$8,000 for the first month are due and payable upon execution of this Order Form.

Monthly Fees and Transaction Fees will be invoiced and will become due and owing monthly in advance (with estimates that are trued up in the subsequent period, if necessary). No payment shall be required of Licensee until invoiced. Interest will be charged at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less, on all unpaid amounts. Supplier and Carrier fees will be charged directly to Suppliers and Carriers, if any.

Licensed Products may only be used by Authorized Users and only at or within the following business groups or divisions of Licensee: _____.

Notwithstanding any term to the contrary in this Order Form or the Master Agreement, during implementation of the software listed in Section I of this Order form, Lessor shall provide Licensee the opportunity to designate certain Transactional Data that is to be migrated to a data warehouse with other permanently stored or archived data, and such designated data shall not be purged by Lessor during the period of this Order Form. In any event, prior to purging any such designated data, Lessor shall provide copies of the same to Licensee in a format reasonably agreed upon by the parties. "Transactional Data" is data that is generated by or uploaded to the One Network System in the course of Licensee's use of the same.

LICENSEE

By: Willie _____
(Authorized Signatory)
Printed Name: William B. Miller
Title: CEO
Date: 10/16/17

ONE NETWORK ENTERPRISES, INC.

By: Greg Brady _____
(Authorized Signatory)
Printed Name: Greg Brady
Title: CFO
Date: 10/13/2017

Exhibit A**SUPPORT, MAINTENANCE AND SERVICE LEVELS**

- 1. System Requirements.** One Network requires that the Client meet the following minimum system requirements to achieve desired system performance:

- (a) Hardware: (i) Machine CPU/Memory: Core 2 Duo 2 GHZ Processor with 2 GB of RAM or equivalent machine (with no other application running at the same time)
 (ii) Graphics: Video card capable of displaying 65,536 colors (16 bit) at 1024 by 768 resolution
- (b) Software: (i) Operating System: Microsoft Windows Vista, 7 or 8
 (ii) Browser: Microsoft Internet Explorer 11 (IE 10 and IE 9 are supported but system performance will be degraded compared to IE 11)
 (iii) Plug-in: Flash Player 7.0 or later version
 (iv) Valid email account
- (c) Internet Connection: "Broadband" internet connection

2. Standard Client Support.

Clients will be provided with a Direct Support Telephone Number to reach One Network Support in order to report a critical or non-critical issue. A critical issue needs to be reported using the Client's Direct Support Telephone Number. A non-critical issue should be submitted directly in the One Network Issue Tracking System; if the Issue Tracking System cannot be accessed for any reason, the non-critical issue can be reported by email to the Support group or by using the Direct Support Telephone Number and selecting the non-critical issue option.

One Network Client Telephone Support for critical issues is 24/7. For non-critical issues, Client Telephone Support is 07:00 to 17:00 US Central Time, Monday through Friday. Email support is also provided for non-critical issues from 07:00 to 17:00 US Central Time, Monday through Friday. Emails received outside of these hours will be handled on the next business day.

Client Telephone Support for non-critical issues is closed on all scheduled One Network holidays. Client Telephone Support for non-critical issues may also be closed because of unforeseen emergencies (e.g., weather conditions, power outages, etc.). In the event of such emergencies, diligent efforts will be made to modify the outgoing voice mail announcement on the telephone support line to provide the reason for closure.

One Network Telephone Support for Client Partners is 24/7 in the case where One Network is providing direct first-line Client Partner support.

3. Maintenance.

- (a) Client Input Regarding Enhancements: One Network will solicit Client input regarding Enhancements for One Network. Clients can rank their enhancement requests which will help One Network prioritize which new functionality should be developed first. Although One Network will solicit and consider Client input, One Network will ultimately determine the timing and content of any product releases and Enhancements. One Network does not guarantee that all or any Enhancements will be implemented.
- (b) System Update Cycle: One Network will update the One Network system from time to time. At such a time that One Network proceeds with the deployment of Enhancements to One Network's customer base at large, timelines for delivery of functionality will be communicated after appropriate development analysis has occurred. New Products and Custom Developments are not considered Enhancements and are not included in standard updates.

- (c) Maintenance Window: One Network reserves the right to perform scheduled maintenance on the system from Saturday 23:00 to Sunday 05:00, US Central Time (CT) (the "Designated Maintenance Window"). One Network may also perform emergency or critical unscheduled maintenance upon written notification, such as when One Network's hosting center performs maintenance outside of the Designated Maintenance Window.

4. Service Levels.

- (a) Monitoring and Security: One Network is monitored 24 hours / 7 days a week. One Network stores transaction information on secure computers located in a physically secure data center. One Network protects information with a combination of access security and encryption. One Network employs, and will continue to employ, technology that is consistent with the generally accepted industry standards for firewalls and other security technology to help prevent One Network computers from being accessed by unauthorized persons, including, but without limitation, access control software, logon passwords and physical site security.
- (b) Availability: One Network will use best efforts to provide a 99.5% system availability twenty-four (24) hours, seven (7) days a week excluding the Designated Maintenance Window for Licensed Products. One Network reserves the right to perform scheduled maintenance on the system from Saturday 23:00 to Sunday 05:00, US Central Time (CT) (the "Designated Maintenance Window"). One Network may also perform emergency or critical unscheduled maintenance upon written notification, such as when One Network's hosting center performs maintenance outside of the Designated Maintenance Window.

Availability shall mean the Client is able to access the Licensed Products. Availability shall not be considered reduced if the Client cannot access the Licensed Products: (i) during the Designated Maintenance Window, (ii) due to acts or omissions of the Client, (iii) due to failure of Client supplied content, (iv) due to failure of non-standard hardware or software installed by the Client, or by One Network at the Client's direction, (iv) due to hacks, denial of service attacks, malicious introduction of viruses, disabling devices or any other vicious attacks, or (v) during unscheduled maintenance periods in which One Network has provided the Client written notice.

- (c) Service Levels for Reported Production Defects: One Network will review each reported Production defect and develop a response plan substantially in accordance with the chart set forth below. One Network Production Maintenance will work on resolving defects based on their Severity Level; Critical defects are resolved first followed by High, then Medium and then Low.

Severity Level	Description	Notification	Resolution
Critical	<p>Entire system is unavailable, or a major component of the system does not function completely. No workaround is available. Major component of the system includes integration and system transaction-level functionality. Error has a high impact. Critical defect means that the Client's business process can no longer continue due to the reported error or deficiency of the Licensed Products, regardless of what the Client attempts to do to remedy the defect and that data can be lost and/or corrupted.</p>	<p>Client will be notified a minimum of every 2 hours with the latest status.</p> <p>Status updates will be included on the defect which will be recorded in One Network's Issue Tracking System.</p>	<p>Production Maintenance will work continuously until the critical defect is resolved or a workaround is identified.</p> <p>One Network will use commercially reasonable efforts to resolve critical defects within twenty-four (24) hours from diagnosis by Production Maintenance.</p>
High	<p>Error occurs resulting in a significant impact to the functionality or performance of the system. Short-term workaround may be available. Error has a medium to high impact. High defect means that the Client's business process can function or work around the reported error or deficiency in the Licensed Products until a fix is provided in the earliest possible scheduled release.</p> <p>Examples include User Interface (UI) action not working or system alert functionality not working.</p>	<p>Production Maintenance will investigate the defect within 7 business days to determine if it is a valid defect, unless One Network notifies Client that the investigation will require more than 7 business days to complete.</p> <p>Status updates will be included on the defect which will be recorded in One Network's Issue Tracking System.</p>	<p>Once approved by Production Maintenance as a valid defect, the update will be considered for the earliest possible scheduled release.</p> <p>One Network will use commercially reasonable efforts to resolve reported defects within the estimated timeframe communicated to the Client.</p>
Medium	<p>Error occurs resulting in minor loss of functionality or performance of the system. Acceptable workaround is available. Error has a medium to low impact.</p> <p>Examples include sorting not working or User Interface (UI) data display issue.</p>	<p>Issue status will be provided upon request.</p> <p>Status updates will be included on the defect which will be recorded in One Network's Issue Tracking System.</p>	<p>Once approved by Production Maintenance as a valid defect, the update will be considered for the next possible scheduled release.</p>

Severity Level	Description	Notification	Resolution
Low	Error occurs which does not jeopardize the workflow of the product. Error has a low impact. Examples include misalignment of text, misspelling of content, or User Interface (UI) inconsistencies.	Issue status will be provided upon request. Status updates will be included on the defect which will be recorded in One Network's Issue Tracking System.	Once approved by Production Maintenance as a valid defect, the update will be considered for the next possible scheduled release.

(d) Response Times for Other Requests: For all questions and service requests, One Network will develop a response plan substantially in accordance with the chart set forth below:

Request Type	Description	Resolution
Question	Questions about how to use features and functions within the One Network application.	Answer provided within 7 business days, unless One Network notifies the Client that the time to provide a response will require more than 7 business days.
Service Request	Service Request (as defined below).	The estimated time to complete the Service Request will be provided within 7 business days, unless One Network notifies the Client that the time estimate will require more than 7 business days to complete. Once the Service Request and time estimate is approved by the Client, an estimated date to complete the request will be provided.

(e) Contact / Escalation Information:

- i. One Network shall contact the Client in accordance with the contact information document provided by the Client in order to schedule emergency or critical maintenance that will require the system to be unavailable.
- ii. One Network will provide an escalation chart and contact information for the Client Services staff, and communicate changes to the Client when they occur. Such chart and contact information shall indicate escalation paths sufficient to allow the Client to efficiently escalate issues as they arise.

(f) General: One Network reserves the right to change existing practices, conventions or operating procedures, as expansion and new technology deem appropriate; provided that, (i) such changes do not unduly limit or restrict the use of One Network by the Client in any fashion, (ii) such changes shall not, without the Client's prior written consent, downgrade the capability of One Network or otherwise reduce the performance characteristics of One Network; and (iii) advance notice of any material change is provided to the Client. One Network assumes no

responsibility for delays or problems that directly result from third party vendors and/or local or long distance telephone carriers; provided, however, that should any such delay or problem occur, One Network will use best efforts to assist such third parties in the resolution of such delay or problem.

5. **Definitions.**

- (a) **Network Operations Center:** The Network Operations Center (NOC) is a team of individuals who support and monitor the One Network application.
- (b) **Service Request:** A Service Request is a request that requires work from One Network that is not development oriented. Such requests will require the engagement of One Network on a fee basis unless stated otherwise.

EXHIBIT B

MetroGistics

MetroGistics Transportation Management SOW

Change Request CR001
One Network Enterprises

Number 1.0

13 / November/ 2017

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1 Change Request Document

Change Request: Additional Scope

Client Name: MetroGistics	Tracking Number: CR001
Requester: MetroGistics	Raised by: Visioning Workshop
CR Against: SOW for Transportation Management Project	Date Requested: November 13, 2017
Background	ONE Network is providing MetroGistics with a Transportation Management Solution which includes Order Management, Transportation Management, and Data Warehouse
Change(s) Requested	<p>Expanded or New Scope Includes:</p> <p>1. Vehicle Task Management:</p> <ul style="list-style-type: none"> - Task List Generation and management <ul style="list-style-type: none"> - ONE will create a concept of Task List that can be populated with required tasks per each vehicle - <i>Effort – 17 Days</i> - Ability to assign users for completion <ul style="list-style-type: none"> - ONE will allow for users to be assigned to each task. Each task will have a state summary for completion, like New, Open, In-Progress, Done - <i>Effort – 7 Days</i> - Odometer capture for each move <ul style="list-style-type: none"> - ONE will allow for Odometer capture on each move that can be feed back to the data warehouse for reporting purposes - <i>Effort – 3 Days</i> - Linking of all actions back to original transaction <ul style="list-style-type: none"> - ONE will link all task actions back to the original shipment - <i>Effort – 3 Days</i> <p>2. Document Management & Creation:</p> <ul style="list-style-type: none"> - Ability to create a MTG BOL Template <ul style="list-style-type: none"> - ONE will create a BOL template to allow BOLs to be created based on equipment type. Format will be consistent, but data will be dependent on equipment - <i>Effort – 10 Days</i> - Support required document flows



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	<ul style="list-style-type: none"> - ONE will support the required document flows back to MTG system and from MTG systems. - Effort – <i>2 Days</i> <p>3. Usability Features:</p> <ul style="list-style-type: none"> - Multi VIN Search <ul style="list-style-type: none"> - ONE will allow for global search of multiple VINs at a time (Copy/Paste of VINs) - Effort – <i>4 Days</i> - Additional Alerting Requirements <ul style="list-style-type: none"> - ONE will create an alert to notify users when a shipment has been on hold for an extended period - Effort – <i>2 Days</i> - Bulk Updates <ul style="list-style-type: none"> - ONE will allow for bulk shipment updates to the following fields Ship From / Ship to, Equipment, Accessorial Codes and Commodity Codes - Effort – <i>3 Days</i> <p>4. Distance Overrides by Client:</p> <ul style="list-style-type: none"> - Ability to support different distance source overrides by client <ul style="list-style-type: none"> - ONE will support distances sources (PC Miler and Mile Maker) based on client - Effort - <i>5 Days</i> <p>Refer to feature documents for more detailed information</p>
Risk Assessment	



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Costs and Schedule

Projected Project Cost:

Original project estimate based on time and materials was \$200,000 to \$300,000. Expected price was \$270,000 post Vision Workshop based on scope outlined in the SOW.

During the Vision Workshop, new enhancements were identified totaling \$90,000.

New project T&M estimate is \$360,000

- Reduction based on enhancing overall product: \$20,000
- One time development concession by ONE Network: \$20,000

Adjusted project T&M estimate: \$320,000

As per the original contract terms, the following estimate represents our best estimate based on the known scope as detailed above. One Network will work with MetroGistics to minimize the cost and will not exceed the above T&M Estimate without prior written approval.

Project Schedule

No impact to current project schedule. ONE Network will add additional resources to cover new effort.

Payment Schedule

As per the original contract terms, the following estimate represents our best estimate based on the known scope as detailed above. One Network will work with MetroGistics to minimize the cost and will not exceed the T&M Estimate without prior written approval.

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1.1 SIGNATURES

One Network Enterprises, Inc.

MetroGistics

By: _____

By: 

Authorized Signatory

Authorized Signatory

Name: _____

Name: William B. Yeh Li

Title: _____

Title: CEO

CR Summary

Functionality	Analysis	LEGEND		Workshop Impact?
		ACCEPT	NEGOTIATE	
Vehicle Task Management	<ul style="list-style-type: none"> Storage/Yard Management was covered during POCs but was high level (i.e. Ability to have real time visibility and track vehicles by location) During blueprinting, the ability to perform services/tasks while in storage was discussed in much greater length and determined much more complex than anticipated POC covered ability to support 2 separate BOLs but requirement changed to the ability to create one standardized template to support both service lines (Trucking and Driveaway) and generate different data based on Equipment Type Standard functionality allows for carriers to collect BOL but due to not onboarding of carriers into the system functionality has to be developed to support 	●	●	No
Document Management & Creation	<ul style="list-style-type: none"> Discussed bulk decoding of VINS for orders with multiple VINS but not bulk querying VINS or other data fields Ability to alert users for an extended hold period was not identified in RFP or POC Ability to perform bulk updates was not discussed in POC 	●	●	No
Usability Features	<ul style="list-style-type: none"> New Functionality 	●	●	Yes
Distance Overrides by Client	<ul style="list-style-type: none"> One Network supports distance policies (RAND, PC Miler, etc) however the ability to support different distance policies per client was not out of the box functionality 	New Functionality	●	No



Change Request Document

Analytics, Payables/Lead Generation and Consolidation

Client Name: MetroGistics	Tracking Number:CR-002
Requester: Martha Garcia-Perry	Date Requested: 4/10/2018
Background	<p>At MetroGistics' request ONE has prepared a visioning document entitled Analytics, Payables/Lead Generation and Consolidation. That document outlines the details of a development effort which will provide the following benefits to MetroGistics:</p> <ul style="list-style-type: none"> - Capturing analytics data in the RTVN Data Warehouse and presenting data in the RTVN Command Center for visibility - Supporting the use of analytics data in tendering flows to identify payables amounts and identify carriers who can execute the referenced shipments - Helping users identify shipment consolidation opportunities by providing enhanced functionality in the RTVN Load Builder and Planners Workbench
Change(s) Requested	<p>See attached Visioning Document: Analytics, Payables/Lead Generation and Consolidation</p>

Cost and Schedule Details

Cost Breakdown	(\$)
Current Project T&M Estimate Inclusive of Change Request CR001	\$320,000
From the attached visioning document:	
<ul style="list-style-type: none"> - Analytics – 20 man days - Payables and Lead Generation – 35 man days - Consolidation – 15 man days Total effort – 70 man days Discount for product inclusion	\$112,000 (\$62,000)
Adjusted project T&M estimate	\$370,000

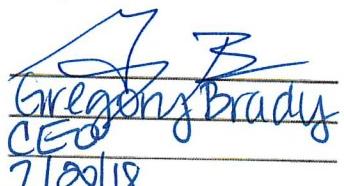
Payment Schedule	
Project Schedule	
Per the original contract terms, the above estimate represents our best estimate based on the known scope as detailed. One Network will work with MetroGistics to minimize the cost and will not exceed the T&M estimate without prior written approval.	
This work can be completed and made available in UAT within 6-8 weeks of execution of this change request by MetroGistics.	

Signatures

This Change Request is hereby incorporated into the original Agreement/Statement of Work and except as modified and changed herein, all other terms and conditions of the Agreement/Statement of Work shall remain unchanged and in full force and effect. Agreed and signed:

ONE Network Enterprises

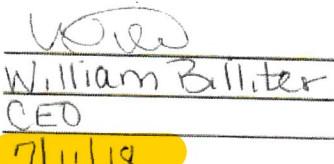
Signature:
Name:
Title:
Date:



Gregory Brady
CEO
7/10/18

MetroGistics

Signature:
Name:
Title:
Date:



William Billiter
CEO
7/11/18

MetroGistics Analytics, Payables/Lead Generation, and Consolidation

Vision Document One Network Enterprises

Number 3.0

03/ July / 2018

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4055 Valley View Lane
Suite 1000
Dallas, TX 75244
<http://www.onenetwork.com/>

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1 Terminology

The following acronyms and terminology is used throughout the document to provide details around the project implementation.

1.1 Systems

- **RTVN:** Real Time Value Network solution
- **OMS:** Order Management System where orders are captured between MetroGistics and their customers
- **TMS:** Transportation Management System that manages the life cycle of shipments, including Shipment Creation from orders, Manual Load Planning generating optimal moves covering one or more shipments.
- **DW:** ONE hosted RTVN Data Warehouse solution running on Maria database.

1.2 Other

- **Tendering:** Collaboration process between Shipper and Carrier in securing the booking for a given load.

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2 Introduction

This document defines high-level user requirements for the following sections:

- **Analytics**
 - o Covers capturing of analytics data in RTVN data warehouse and presenting the same in Command Center for visibility.
- **Payables and Lead Generation**
 - o Covers the usage of analytics data in tendering flows to identify the payable amounts
 - o Identify potential carrier(s) who can execute the reference load
- **Consolidation**
 - o Covers enhancing the Load Builder and Planners Workbench to help users identify consolidation opportunities.

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3 Solution Overview

The following features identified as part of discovery meetings. High level description for each feature is added below.

3.1 Analytics

This feature will address capturing historical rates that exist within RTVN. Historical data will be captured based on the execution data in RTVN and will be available in RTVN Data Warehouse.

Users will have ability to view Analytics Reports as a pivot table and/or chart and perform “slice and dice” operations based on the following dimensions (weekly granularity).

Dimensions:

- **Geo Information (City, State, Country):** Lane level information with Site, City, State and Country
- **Equipment Mode and Equipment:** Providing the equipment mode and actual equipment
- **Commodity Code:** Capturing the Commodity Code derived from Vehicle Fuel Category, Make, Model
- **Rating Type:** Capturing the Project Code
- **Service Level:** Providing granularity based on Service Level
- **Week/Month/Year:** Capturing the analytical data aggregated on weekly basis.
- **Carrier and Client:** Providing the Carrier and Client information

RTVN will also capture latitude and longitude for the given City, State, Country to perform the mileage bands analytics described in subsequent sections of this document.

RTVN will capture the following measures for these dimensions:

Measures:

- **Carrier Cost, Fuel Cost, Accessorial Cost:** Capturing total carrier Cost, line haul charges, fuel charges and other accessorial charges.
- **Number of Movements, Shipments:** Capturing the total number of movements and shipments executed for a given dimension.
- **Consolidated/Unconsolidated Cost:** Providing cost details for consolidated vs. single shipment moves, respecting vehicle count
- **Tender level KPIs:** Capturing count for accepted and rejected Tenders



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- Curb weight, Number of Vehicles
- **On Time information;** capturing the late, on-time and early pickups and deliveries in terms of number of days
- **Distance information:** Giving consolidated and unconsolidated distances
- **Acceptance Lead Time:** Capturing the time elapsed between Tender and Carrier Confirmation.

3.2 Payables and Lead Generation

This feature will assist users to determine the appropriate payable for a given movement based on historical data that is captured as part of Analytics.

RTVN currently supports the “Get Rate Quote” functionality which gives end user the ability to get a quote for given Ship From, Ship To, Date, Weight, Vehicle Count, Rating Type and Service Level information. Currently this functionality provides the quotes based on carrier contracts and the corresponding rates.

This functionality will be enhanced to provide the quote based on historical data. User will have the option to select historical details from the Rate Quote page, which will show the Analytics Dashboard.

The Analytics Dashboard will show the following KPI’s based on Ship From, Ship To, Equipment, Compatible Equipment Types, Service Level and default date range of last 30 days.

- Average cost, minimum cost, maximum cost and trend chart
- Average price, minimum price, maximum price and trend chart
- Average single shipment cost vs. consolidated shipment cost on per-vehicle basis
- Top 5 carriers for the selected lane based on number of vehicles moved
- Total number of movements and shipments by each carrier
- Average number of shipments in movement
- Average carrier response time(Tendered to Confirmed)

User will have ability to change the date range from last 30 days to 60 days, 90 days or 1 year.

User will also have ability to change the pickup and delivery mileage band in this dashboard. RTVN will look for available geo information based on these mileage bands and provide the matching KPIs.

RTVN will also be enhanced to allow users to access the Analytics Dashboard from the Tender Plan and Movement Details screens. When the user selects this dashboard in the context of Movement Detail or Tender Plan pages, the system will pre-populate the dimension filters for the selected Movement or Tender Plan.



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3.3 Consolidation

This feature will assist users to determine consolidation opportunities in the context of a selected Movement.

The current Load Consolidation screen will be enhanced to include the following filters:

- **Mileage Band Filters:**
 - User will have ability to filter Shipments/Movements that have a pickup or delivery event in the adjustable mileage band from the selected Movements' pickup and delivery location, and view Carrier information for those Movements.
 - Users will have ability to view eligible carriers based on their address and vicinity from the pickup point.
 - Mileage band information will be calculated based on latitude/longitude information on site within RTVN (ex 10, 25, 50, 100, 150, 200 miles)
- **State Filters**
 - Confirmed/Pick Ready state filter will be added to the Load Builder report, allowing users the ability to filter Shipments/Movements that are currently pick ready and could be potential candidates for consolidation based on other matching filters.
 - Report will show the current carrier information for movements in the available states.
- **Compatible Equipment Type**
 - Providing user the view of other consolidation opportunities based on compatible equipment(ex. Carhaul, Carhaul Enclosed)
- **Equipment Utilization**
 - User will be able to filter out the equipment types which have current utilization over/below a given threshold.
 - User will be able to see the utilization of eligible movements in this report
 - Utilization based on weight, vehicle count
- **Pick Up and Delivery Windows and Thresholds**
 - This filter will allow pulling of eligible movements whose corresponding stop is within the filtered pickup and delivery time windows and provided flexibility (date/time).
- **Service Status Filter**

This filter will allow pulling of eligible movements whose corresponding shipments have the specified service status (ex. Completed, In Process, Not Started). To be multi-select field.

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- **Commodity Code Filter**
 - o This filter will allow pulling of eligible movements whose corresponding shipments have the specified vehicle class (MPG range)
 - o Vehicle class will be mapped to commodity codes.

3.4 Driveaway Scenarios

- Requirement: Route optimization at local level for deliveries- Detect shipments where all services have been completed that were required, delivery availability window in current and available, and identify which shipments to link together to assign to local drivers for pickup and delivery.
- Solution Overview: Additional filters on consolidation screen will allow users to identify shipments by Service Status, origin/destination, and those within a selected weight range (optional). Using filters, users will select vehicles for consolidation into movements representing a series of point to point moves, or out and back moves. Users will then select and assign qualified driver resources considering their availability, location, and license class/endorsements (See 3.3 Consolidation).
- Requirement: OTR Run stringing optimization- identify shipments in the same vehicle class that can be linked together and assigned to available drivers to minimize single run assignments.
- Solution Overview: Users will apply filters on consolidation screen to identify shipments by Service Status, selected weight range (optional), delivery date range and origin/destination. Users select shipments from candidate screen to assemble string of pickup/delivery moves and consolidate into a multi-stop movement. Users then select and assign qualified driver resources considering availability, license/endorsements, and current location/distance from pickup location (See 3.3 Consolidation).

4 Assumptions or Exclusions

The following are excluded and are not estimated in the overall implementation.

4.1 Analytics

As part of the Analytics feature, the historical data that currently resides within MetroGistics systems is not scoped as part of this enhancement.

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Change Request Document

Additional Scope: Enhancements Supporting Go-live

Client Name: MetroGistics(ACERTUS)	Tracking Number: CR003
Requester: Martha Garcia-Perry	Date Requested: 6/28/2018
Background	ACERTUS and ONE have jointly identified a group of enhancements to RTVN that are considered critical to support business operations. These enhancements will be developed and deployed in a project activity which has been identified as Sprint 3. These enhancements have been segregated into those required for Phase 1 Car Haul go-live and those required for Phase 2 Drive Away go-live.
Change(s) Requested	See list of Sprint 3 enhancement requests on page two.

Cost and Schedule Details

Cost Breakdown	(\\$)
From the attached Sprint 3 enhancement list: 95.5 man days @ \$1,480 - Reduction based on enhancement of product	\$141,340 (\$30,000)
Project Manager and Solution Architect costs through go-live	\$70,000
Total for CR003	\$181,340
Adjusted project T&M estimate	\$551,340

Payment Schedule	
Per the original contract terms, the above estimate represents our best estimate based on the known scope as detailed. One Network will work with ACERTUS to minimize the cost and will not exceed the T&M estimate without prior written approval.	
Project Schedule	
The Phase 1 enhancements will be completed and made available in UAT by October 1, 2018. Date for Phase 2 enhancements TBD.	



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Enhancement Requests			
JIRA#	Description	Required for Go-Live ?	Total Effort (man days)
LN-39371	Carrier Codes	Yes	2.0
LN-41223	Ability to Search Shipments using multiple Equipment Types	Yes	1.5
LN-44234	Ability to Search Shipments using mileage radius	Phase 2	2.5
LN-41289	Ability to view T&R details in RTVN	Phase 2	4.0
LN-41310	Capture the price details during order creation (sent by Amazing rates)	Yes	27.0
LN-41318	Incentives Offered Flag: Ability to systemically set the flag to true based on a time threshold	Phase 2	3.0
LN-44236	Incentives Offered Flag: Manual Flow	Yes	3.0
LN-41322	PO Subcode/Projects with Special Pricing	Yes	4.0
LN-42130	MTG : Vehicle Exceptions	Phase 2	3.0
LN-42145	Need ability to search and filter by Sales Rep Contact and Operations Contact	Yes	6.0
LN-42152	Aging Procedures	Yes	5.0
LN-42158	Exclude Search Capability	Phase 2	4.0
LN-42407	Add Fields on the Order Inbound Interface	Yes	4.5
LN-42422	Enhancements to Save to Confirm (advanced)	Yes	2.5
LN-42818	Ability to Bulk edit Carrier Payable	Yes	2.5
LN-42836	Equip Type InOp and Enclosed applied at ASN creation and visible on consolidation workbench	Yes	2.0
LN-42838	Add INOP and Enclosed details on tender integration file	Yes	1.0
LN-42859	Gaps in Integration Files	Yes	4.0
LN-42933	Bulk Update on Orders	Yes	4.5
LN-42992	Ability to update the Service status via MetroMotion	Phase 2	1.5
LN-43949	Ability to bypass NOC validation for newly created carrier and client enterprises	Yes	2.5
LN-44064	Support Carrier Payable at VIN/Shipment Level (backporting effort only)	Yes	5.5
Total Man Days Phases 1 and 2			95.5
Phase 1 only			77.5



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Signatures

This Change Request is hereby incorporated into the original Agreement/Statement of Work and except as modified and changed herein, all other terms and conditions of the Agreement/Statement of Work shall remain unchanged and in full force and effect. Agreed and signed:

ONE Network Enterprises

Signature: 
Name: Gregory Bradin
Title: CEO
Date: 10-3-18

MetroGistics

Signature: 
Name: William Bullter
Title: CEO
Date: 9-17-2018

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Change Request Document

Additional Scope: Enhancements Supporting Car Haul Go-live (1.0 and 1.1)

Client Name: Metrogistics(ACERTUS)	Tracking Number: CR004
Requester: Martha Garcia-Perry	Date Requested: 10/12/2018
Background	ACERTUS and ONE have jointly identified a group of enhancements to RTVN that are considered critical to support Car Haul business operations. These enhancements will be developed and deployed in project activities identified as MTG 1.0 and 1.1. These enhancements were identified as required for Phase 1 Car Haul go-live.
Change(s) Requested	See list of enhancement requests on page two.

Cost and Schedule Details

Cost Breakdown	(\\$)
From the attached enhancement list: 61 man days @ \$1,480 - Reduction based on enhancement of product	\$90,280 (\$25,000)
Project Manager, Solution Architect and Project Support	20,000
Total for CR004	\$85,280
Adjusted project T&M estimate	\$636,620

Payment Schedule	
Per the original contract terms, the above estimate represents our best estimate based on the known scope as detailed. One Network will work with ACERTUS to minimize the cost and will not exceed the T&M estimate without prior written approval.	
Project Schedule	
The listed enhancements will be completed and made available to ACERTUS in UAT on or before January 14, 2019.	

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**CR004 - Enhancement Requests
Supporting Car Haul Go-live**

JIRA#	Description	Release/Status	Total Effort (man days)
LN-41873	Enhance Load Builder Screen for VIN details	1.1/Completed/Closed	2
LN-43867	POV Moves-Workflow & Requirements	1.0/In User Test	2.5
LN-44062	Add Asset Details to All Consolidation Screens	1.0/Completed/Closed	1.5
LN-44423	History Tab not populating View Changes Column	1.1/Completed/Closed	3.5
LN-44721	State of an Intra State Carrier	1.0/Completed/Closed	4
LN-44795	Ad Hoc Reporting	1.0/Completed/Closed	2
LN-44906	ACERTUS Vehicle Tracking Report	1.0/Completed/Closed	6
LN-45832	Equipment Type error on Shipment Header	1.1/Completed/Closed	2
LN-45833	Changing States of Movements Post-Confirmation	1.0/Completed/Closed	10
LN-45838	Order/Shipment/Movement Sequencing	1.0/Completed/Closed	8
LN-46387	Change a carrier post confirmation without losing accessorial charges to a shipment	1.1/In Progress	4
LN-46689	Contacts not saving at Shipment header	1.1/Completed/Closed	-
LN-46697	Load Building page : Add Upfit details on candidates report and shipment tab	1.1/Completed/Closed	1.5
LN-46767	Enhance filters for Shipment and Order Hold Report	1.1/Completed/Closed	1
LN-46818	Need the ability to add attachments to a Movement via API	1.1/Completed/Closed	3
LN-46819	Partner Type Filter on Partner Profile search	1.1/Completed/Closed	-
LN-46821	Extend REST API to Support Upload of Documents to Movements	1.1/Completed/Closed	See LN-46818
LN-46874	Applying Holds in Bulk in the UI	1.1/Completed/Closed	3.5
LN-46996	Shipment Cost Details total should be same as Movement Cost	1.1/Completed/Closed	4
LN-47057	Support for AR Invoice in Movement Revert Actions	1.1/Completed/Closed	2.5
Total Man Days			61

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This Change Request is hereby incorporated into the original Agreement/Statement of Work and except as modified and changed herein, all other terms and conditions of the Agreement/Statement of Work shall remain unchanged and in full force and effect. Agreed and signed:

ONE Network Enterprises

Signature:

Name:

Title:

Date:

Handwritten signature of Greg Brady.

Greg Brady
CEO
1/23/19

Metrologistics

Signature:

Name:

Title:

Date:

Handwritten signature of John Heimann.

John Heimann
AVP IT
1/22/2019



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Change Request Document

Additional Scope: Enhancements Supporting Car Haul

Client Name:Metrogistics(ACERTUS)		Tracking Number:CR006
Requester:Martha Garcia-Perry		Date Requested:01/15/2019
Background	ACERTUS and ONE have jointly identified a group of enhancements to RTVN that are considered critical to support Car Haul business operations. These enhancements will be developed and deployed in project activities identified as Phase 2.	
Changes Requested	See list of enhancement requests on page two.	

Cost and Schedule Details

Cost Breakdown			(\\$)
From the attached enhancement list:39man days @ \$1,480 - Reduction based on enhancement of product			\$57,720 (11,840)
Project Manager and Solution Architect			20,000
Total for CR006			\$65,880

Payment Schedule		
Per the original contract terms, the above estimate represents our best estimate based on the known scope as detailed. One Network will work with ACERTUS to minimize the cost and will not exceed the T&M estimate without prior written approval.		
Project Schedule		
The listed enhancements will be completed and made available to ACERTUS in UAT on or before April 26, 2019.		



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**CR006 - Enhancement Requests
Supporting Car Haul Operations**

JIRA#	Description	Release/Status	Total Effort (man days)	Product Enhanced Y/N
<u>LN-46396</u>	Delete Shipments should automatically close the corresponding Order line	Product Review	5	No
<u>LN-46533</u>	Bulk Update Shipments Download to Upload Functionality	Product Review	5	No
<u>LN-47096</u>	Prevent Tendering/Confirming at \$0.00 Movement Cost	Compatible with Future Plans	3.5	Yes
<u>LN-47097</u>	Add copy feature to bulk close and bulk override holds for resolution codes/reason	Product Review	1	No
<u>LN-47351</u>	Ship From and Ship To Addresses at the Order line	Product Review	2.5	No
<u>LN-47377</u>	Total Price of Movement to show on Shipment Reports	Product Review	4.5	Yes
<u>LN-47897</u>	Copy and Paste Functionality in RTVN	Product Review	1	No
<u>LN-48005</u>	Navigating to Search Shipment Reports from Consolidation Screen	Product Review	1	No
<u>LN-48060</u>	Base Price from Amazing Rates should be visible at order creation	Product Review	2	No
<u>LN-48122</u>	Price Details on Orders and Shipments	Product Review	2	No
<u>LN-48162</u>	Ship From, Ship To and Asset Details in Separate Columns on all Reports	Product Review	5.5	No
<u>LN-56750</u>	New Carrier Code	Product Review	4	No
<u>LN-56508</u>	Default to USD		2	No
Total Man Days			39	



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ONE Network Enterprises

Signature: 
Name: Gregory A. Brady
Title: CEO
Date: 3/20/2019

DocuSigned by:

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ACERTUS/Metrologistics

Signature: 
Name: John Heinen
Title: AVP IT
Date: 3/20/2019

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Change Request Document

Additional Scope: Enhancements Supporting Car Haul

Client Name: Metrogistics(ACERTUS)		Tracking Number: CR006-A
Requester: Martha Garcia-Perry		Date Requested: 01/15/2019
Background	ACERTUS and ONE have jointly identified a group of enhancements to RTVN that are considered critical to support Car Haul business operations. These enhancements will be developed and deployed in project activities identified as Phase 2.	
Changes Requested	See list of enhancement requests on page two. Revision A: Item 1 is now LN-57422 replacing LN-46396 at ACERTUS request with no change in man days or cost. Project Schedule revised to reflect ACERTUS request for production go-live in July.	

Cost and Schedule Details

Cost Breakdown			(\\$)
From the attached enhancement list: 39 man days @ \$1,480			\$57,720
- Reduction based on enhancement of product			(11,840)
Project Manager and Solution Architect			20,000
Total for CR006			\$65,880

Payment Schedule			
Per the original contract terms, the above estimate represents our best estimate based on the known scope as detailed. One Network will work with ACERTUS to minimize the cost and will not exceed the T&M estimate without prior written approval.			
Project Schedule			
Revision A: The listed enhancements will be completed and made available to ACERTUS in UAT for testing on June 3, 2019. Production go-live will be July 1, 2019.			



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CR006 - Enhancement Requests Supporting Car Haul Operations					
IR#	Description	Release/Status	Total Effort (man days)	Product Enhanced Y/N	
<u>LN-57422</u>	ACERTUS Order/Shipment/Movement Sequencing2	Compatible w/Future Release	5	No	
<u>LN-46533</u>	Bulk Update Shipments Download to Upload Functionality	Product Review	5	No	
<u>LN-47096</u>	Prevent Tendering/Confirming at \$0.00 Movement Cost	Compatible with Future Plans	3.5	Yes	
<u>LN-47097</u>	Add copy feature to bulk close and bulk override holds for resolution codes/reason	Product Review	1	No	
<u>LN-47351</u>	Ship From and Ship To Addresses at the Order line	Product Review	2.5	No	
<u>LN-47377</u>	Total Price of Movement to show on Shipment Reports	Product Review	4.5	Yes	
<u>LN-47897</u>	Copy and Paste Functionality in RTVN	Product Review	1	No	
<u>LN-48005</u>	Navigating to Search Shipment Reports from Consolidation Screen	Product Review	1	No	
<u>LN-48060</u>	Base Price from Amazing Rates should be visible at order creation	Product Review	2	No	
<u>LN-48122</u>	Price Details on Orders and Shipments	Product Review	2	No	
<u>LN-48162</u>	Ship From, Ship To and Asset Details in Separate Columns on all Reports	Product Review	5.5	No	
<u>LN-56750</u>	New Carrier Code	Product Review	4	No	
<u>LN-56508</u>	Default to USD		2	No	
Total Man Days			39		

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ONE Network Enterprises	ACERTUS/Metroistics
Signature:	
Name:	<u>John Heimann</u>
Title:	CIO
Date:	4/17/2019

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Change Request Document

Additional Scope: Enhancements Supporting Car Haul

Client Name: Metroistics(ACERTUS)	Tracking Number: CR007
Requester: Martha Garcia-Perry	Date Requested: 02/1/2019
Background	ACERTUS and ONE have jointly identified a group of high priority enhancements to RTVN that are required to support Car Haul business operations. These enhancements will be developed and deployed in project activities identified as Phase 2.
Change(s) Requested	See list of enhancement requests on page two.

Cost and Schedule Details

Cost Breakdown	(\$)
From the attached enhancement list: 5.5 man days @ \$1,480	\$8,140
Project Manager and Solution Architect	2,400
Total for CR007	\$10,540

Payment Schedule	
Per the original contract terms, the above estimate represents our best estimate based on the known scope as detailed. One Network will work with ACERTUS to minimize the cost and will not exceed the T&M estimate without prior written approval.	
Project Schedule	
The listed enhancements will be completed and made available to ACERTUS in UAT on or before 2/28/19.	

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CR007 - Enhancement Requests Supporting Car Haul			
JIRA#	Description	Release/Status	Total Effort (man days)
LN-48619 (New Feature)	Invoice Inbound Update File	Product Review	3
LN-48818 (New Feature)	Quote Details JSON on Order Outbound File	Accepted	2.5
Total Man Days			5.5

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ONE Network Enterprises

Signature:

Name:

Title:

Date:

Handwritten signature of Gregory Brady.

Gregory Brady

CEO

2-19-19

Metrogistics

Signature:

Name:

Title:

Date:

Handwritten signature of John Heimann.

John Heimann

AUP IT

2/15/2019

MetroGistics

Transportation Management

Statement of Work

One Network Enterprises

Number 1.0

17/ September / 2017

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1 Introduction

This Statement of Work (the “SOW”), dated as of 17 September 2017, documents the understanding between One Network Enterprises, Inc. (“One Network” or “ONE”) and MetroGistics or (“Client”) with respect to certain services and work product to be performed and delivered by One Network related to the establishment of a Project Delivery Office project and more particularly defined in this SOW (“Services”). This document is attached to and becomes part of the Master Agreement. This SOW ensures that all parties involved have a common understanding of what the project will entail and how it will be executed, recognizing that team members from all organizations are jointly contributing to the success of the project. The commencement of this SOW is dependent on successful completion and acceptance of the Visioning Workshop deliverables.

This SOW is a hybrid agile methodology that is malleable, rapid, and is only constrained by the capacity assigned. The only decision point will be whether ONE Network agrees this is a marketable product enhancement, and therefore we will provide the effort of applying it to the base RTVN product, or custom at which point if requested the assigned capacity will provide the custom work and will agree to support the product. Support fees will be assessed at a 30% of original development cost.

1.1 PROJECT MANDATE

Background	Client has chosen One Network as the solution to provide a Transportation Management Solution.
Project Objectives	Create a unified workflow that works for both car haul and drive-away operations.
Project Scope	Order Management, Transportation Management, Data Warehouse
Network Type	To Be Determined

2 Why an Agile Project Approach?

The purpose of the SOW is to:

- Provide a strategic design with vision document
- Provide initial engagement to launch and leverage proposed model with roadmap
- Execute via an Agile Methodology to improve solution responsiveness
- Activate the PMO structures to create better alignment between MetroGistics and ONE
- Provide dedicated resources and improve project delivery processes

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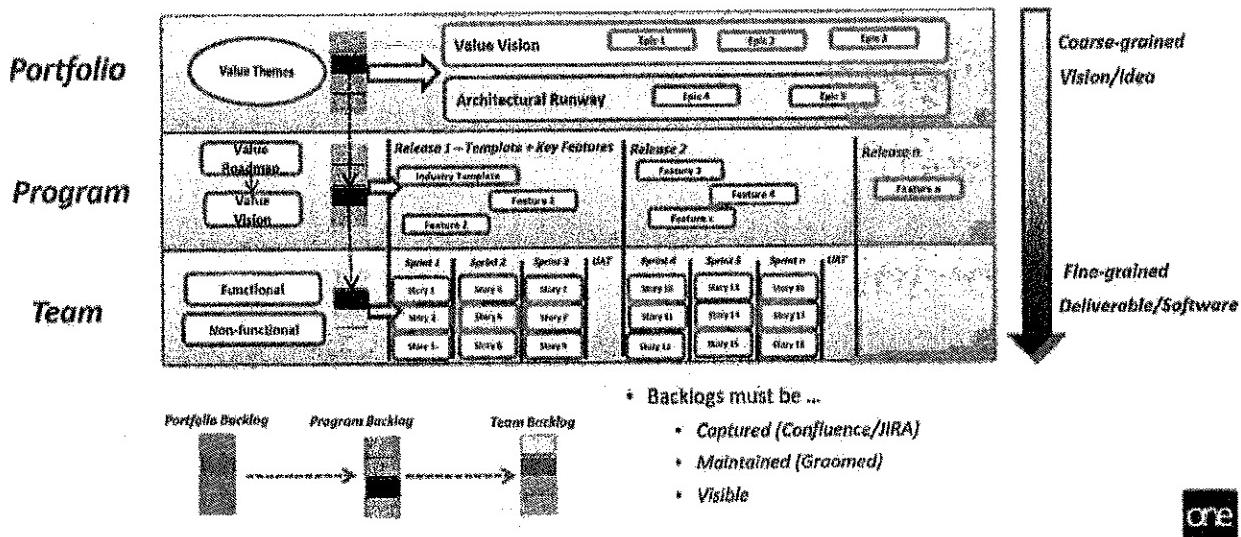
2.1 AGILE HYBRID VALUE

- Rapid deployment and Value Attainment
- Reduce risk and Improve solution value
- ONE Assists with its dedicated team on system design and process simplification (guidance on process)
- Provide MetroGistics with greater flexibility to manage deployment timing and associated costs
- Create better alignment between MetroGistics and ONE
- Remove resource challenges

2.2 APPROACH

Project Execution – key to a successful deployment is the iterative nature of the delivery cycles to keep delivery teams focused on the business value. To facilitate this process, a hybrid Agile method will be adopted, which will integrate with Program Management Office

A phased approach where each Release is "go-live"



The Agile Hybrid approach creates a Vision, a Release Plan, Features, Stories, and Sprint. The process of 6-month releases with 6 – 8 weeks Sprints focuses the joint MetroGistics and ONE team to manage scope, prioritize features, and deliver lower risk results. Key Points of accountability include:

- Vision Process and Release Plan – A MetroGistics Vision document will be created with associated Value Propositions
- Sprint Release Date – Sprint dates will be defined in the Roadmap Phase, will be refined during Sprint Planning
- Stories in Sprint – Features will be split into Stories and scoped into individual Sprints at the beginning of each Sprint



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- Features Planned by Release – fine-tuned based on Sprint defined plan
- Sprint Demo at each Sprint Completion – fully functional demonstration of the Sprint Stories after each Sprint
- UAT at Completion of all sprints – a full UAT will be conducted prior to promotion to production release
- Training prior to rollout

3 Project Governance

Key to a successful deployment is the active engagement of the Executive Sponsors to keep delivery teams focused on the business value, clear obstacles, approval of process changes versus technology adaptation and resolve issues. To facilitate this process, the following governance schedule will be followed:

- Executive Steering Committee – meet no less than 1 time per month, supported by Program Managers, must participate in the Sprint Demo / Retrospective process
- PMO Team – create a joint Status Report weekly
- Executive Sponsors to attend all sprint demonstrations to assist in rapid assessment and decisions on go forward sprints

4 Agile Hybrid Delivery - Scope

This section describes the scope of the effort and through it, what One Network is contracted to deliver to the client.

1. Master Data Management

- a. Carrier Management: Carriers will be validated and vetted in the MTG system of choice and integrated to ONE Network. Carrier Information will be used to create partnerships, contracts and perform carrier rating (Buy Side) and assignment.
 - i. Carrier Required Information
 1. SCAC Code
 2. Carrier Name
 3. Carrier Address
 4. Carrier Insurance Information
 - ii. Integration Feeds Expected
 1. Inbound Feed of Data to ONE from Source System
 2. All Feeds for Carrier Data will need to conform to ONE Network Standard Formats



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- b. Customer Management: Customers will be validated and vetted in the MTG system of choice and integrated to ONE Network. Customer Information will be used to create partnerships and contracts to perform Pricing (Sell Side). ONE
 - i. Required Customer Information
 - 1. Name
 - 2. Address
 - ii. Integration Feeds Expected
 - 1. Inbound Feed of Data to ONE from Source System
 - 2. All Feeds for Customer Data will conform to ONE Network Standard Formats
 - c. Driver Management: Drivers will be validated and vetted in the MTG system of choice and integrated to ONE Network
 - i. Required Driver Information
 - 1. First Name, Last Name
 - 2. Domicile/Depot
 - ii. Integration Feeds Expected
 - 1. Inbound Feed of Data to ONE from Source System
 - 2. All Feeds for Driver Data will need to conform to ONE Network Standard Formats
 - d. MTG Organization Management: MTG users will be created and maintained within the RTVN system, including Roles and Permissions
2. Order Management:
- a. Order Creation: Order will be validated and vetted in the MTG system of choice and integrated to ONE Network. The following are the Order types that will be integrated to ONE Network.
 - i. Car Haul – Orders pertaining to Caul haul moves
 - ii. Drive Away – Orders pertaining to Drive Away moves
 - iii. Integration Feeds Expected
 - 1. Inbound Feed of Data to ONE from Source System
 - 2. Outbound Feed of Data from ONE to MTG Order System
 - 3. All Feeds for Order Data will need to conform to ONE Network Standard Formats
 - iv. Service Order – Orders pertaining to Services like Title and Registration. These orders will not be integrated to ONE Network.
 - b. Order Data Capture – As part of the order creation with-in ONE Network we will perform the following actions
 - i. VIN De-Coding – Vin Decoding will be based on the provided VIN from the Order and contain the following information once decoded. This service will be built within the RTVN product as standard functionality available.
 - 1. Make



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- 2. Model
 - 3. Type
 - 4. Model Year
 - 5. Manufacturer
 - 6. Manufactured In
- c. Order Service Identification: Once the Order has been represented with the ONE system, RTVN will identify the services required on that order based on the information provided
- i. Client
 - ii. Order Type
- d. Order Price Calculation: Once the Order has been represented with in the ONE system, RTVN will create a price (Sell) based on the contracts and services created for each client, each client will need the following information to create the contract.
- i. Client
 - ii. Base Rate Table
 - iii. Service Table (accessorial table)
 - iv. Discount Table
- e. Order Collaboration: Order Collaboration will take place within the MTG system of choice. Once the order services are assigned and the price (sell) has been determined the ONE system will generate an outbound integration file back to the MTG System.
- i. Information Supplied
 - 1. Order Number
 - 2. Client
 - 3. Service Breakdown
 - 4. Price(sell)
 - ii. Integration Feeds Expected
 - 1. Inbound Feed of Data to ONE from Source System
 - 2. Outbound Feed of Data from ONE to MTG Order System
 - 3. All Feeds for Carrier Data will need to conform to ONE Network Standard Formats
- f. Order Status: All shipment status events that take place throughout the shipment lifecycle will prorogate back to the order for tracking. One Network will provide order status based on the shipment information received
- i. Integration Feeds Expected
 - 1. Outbound Feed of Data from ONE to MTG Order System
 - 2. All Feeds for Carrier Data will need to conform to ONE Network Standard Formats
3. Load Planning: ONE supports multiple different methods for planning optimum shipments, including the following



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- a. Manual Consolidation – the ability to utilize load building screen to manually match available shipments to create multi-stop movements to reduce transportation costs
 - b. Transportation Workbench – Transportation Work bench will provide directed and assisted consolidation opportunities including multi-pick and multi-drop scenarios
 - c. Automated Planning – Out of scope for initial phases
4. Yard Management: Yard management can be configured to represent the MTG vehicle storage locations. Each vehicle requiring storage can then be assigned to a spot for the duration of the storage needs.
5. Freight Execution: Once Shipments have been planned and optimized the ONE system will generate rates and create tender plans based on the type of shipment.
- a. Freight Rating – Freight rating will occur based on contracts that MTG has modeled within the system will prove the estimated/historical/actual cost by lane utilizing multiple facts including
 - i. equipment
 - ii. effective dates
 - iii. lanes
 - iv. service levels
 - b. Tender Plan Generation – Tender plan generation will be automatically created utilizing the freight rates, routes and routing rules
 - i. Car Haul – These shipments will look to be assigned to one of MTGs current carriers that exist within the system. I
 - ii. Drive Away – Drive away shipments will be created so that they can be assigned to a DRIVER that has been modeled within the ONE system.
 - c. Freight Confirmation: Once the Tender plan has been generated within the ONE System, ONE will generate an outbound file back to MTG system of choice for the freight confirmation to carriers to take place.
 - i. Integration Feeds Expected
 - 1. Outbound Feed of Data from ONE to MTG Carrier Assignment System
 - a. To provide TP and Costing
 - 2. Inbound Feed of Data from MTG Carrier Assignment System
 - a. To provide confirmed data
 - 3. All Feeds for Carrier Data will need to conform to ONE Network Standard Formats
 - d. Track & Trace: Track and trace will occur as execution takes place and feed back to the ONE system from the MTG Mobile App in real time.
 - i. Integration Feeds Expected
 - 1. Inbound Feed of Data from MTG Mobile App
 - a. To provide real time tracking events
 - 2. All Feeds for tracking Data will need to conform to ONE Network Standard Formats



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6. Driver Assignment: Driver assignment for Drive away shipments will be managed with in the ONE system. Each shipment that is assigned to MTG private fleet will be able to have a driver assigned to it. Each driver is model and maintained with the Fleet Management function with the ONE System.
 - a. Resource Assignment
7. Reporting: Standard "Out of the Box" reports will be available to the MTG Team, example (Score Cards, Carrier Summary, On Time Reports. Any additional reports required will be defined during the visioning session.

The Key Assumptions include:

- * Resource Availability - Key resources from IT, Sales, and Operations need to be available to the team on a timely manner.
- * Work Completion - Client's timely and effective completion of the Client's responsibilities outlined in the Sprint Plan
- * Accuracy of Information - Accuracy and completeness of the information provided by MetroGistics
- * Timely Resolution / approvals - Timely decisions and approvals by MetroGistics Sponsor
- * Process changes may exceed available MetroGistics Dedicated capacity resulting in a Change Request
- * Assumes existing product footprint and current scope capabilities
- * Changes in functionality and / or enhancements may result in changes to license fees or the addition of support fees if such change is custom to MetroGistics
- * Integration support is limited to backward compatible access only where One Network Public APIs are used
- * MetroGistics PMO will define final deployment schedule and timelines, ensure each business unit meets their timelines and requirements – delays caused by MetroGistics may result in a project extension and / or Change Request

5 Key Roles & Responsibilities

ONE Network will provide personnel to the Project Office to meet the stated objectives. In concert with the One Network staff members, certain Client team members will be required to complete certain tasks to achieve the stated goals and timelines.

5.1 EXECUTIVE SPONSOR

An Executive Sponsor will be assigned from both Client and ONE Network. The Executive Sponsors have ultimate ownership of the process and deliverables and represent the executive management of their respective companies. Through their leadership they provide:



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- Steering Group project visibility
- Executive perception on the value chain and strategy
- Management overview of the objectives and success criteria
- Validation of all end deliverables
- Organization navigation to clear any project team roadblocks

5.2 PROGRAM DIRECTOR (PM)

One Network will provide a Program Director (PM) who will work to drive the daily activities associated with the effort measuring that the team is executing to the planned scope, timeline, and budget. The Program Director acts as the primary contact for Release Phase or deliverable issues that arise and will work jointly to mitigate issues.

The Program Director will work with ONE and MetroGistics Leads to ensure expectations are met with respect to schedule, budget, processes followed, and assists in the activities and milestone deliverables as required.

5.3 SOLUTION ARCHITECT

This team member has large domain experience in their given areas. They will lead the Sprint Process including various workshops, and lead the effort in defining the features and stories that will be used throughout the project to determine success.

5.4 FUNCTIONAL & TECHNICAL LEAD (TPM)

These are senior development staff members who will work with the Solution Architect and internal ONE technical leads to design and oversee the modeling and development of the stories. They will lead the story demos and provide training support. In addition, they will have final sign-off authority for all product level enhancements ensuring that they meet with our stringent production environment.

5.5 IMPLEMENTATION CONSULTANT

These are functional experts that can work with solution architect and technical leads in modeling and configuring the policies to cover the overall project scope.

5.6 DEVELOPER

These are technical resources that can extend the existing capabilities using ONE Network DevNet in delivering required workflows, integration adapters or reports to cover the overall project scope.

5.7 METROGISTICS KEY ROLES

- Executive Sponsor(s) - Sets value and success criteria, sets priorities, clears obstacles, resolves conflicts. Leads Program Governance processes
- Program Manager – Overall responsible for project delivery, coordinates Process Lead activity, resources, budgets, escalations, and program reviews for all activities

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- **Solution Architect / Product Owner**— coordinates overall solution design with One Architects, IT, Process Leads, and other Solution Vendors. Responsible for scope and product / service.
- **Process Leads** – Overall process owners in a respective process area (i.e. integration, change management, etc.)
- **Subject Matter Experts** – Provide solution / process insight, and validate system requirements, and deliverables
- **Team Members** – support Process Leads in delivery

6 Timelines & Estimated Fees

The estimates provided are estimates only based on ONE Network's understanding of the scope of the project as of the date of the Statement of Work, and are included to facilitate Client's budgetary purposes and ONE Network's resource planning purposes. As part of project kick off, detailed workshop will be conducted between Client's and ONE Network project teams, resulting in list of stories covering the project scope, sprint plan in delivering the stories and release plan to deploy the capabilities in value first based phased approach. Below estimates and timelines will be refined based on the results of the workshop.

6.1 THIS IS A TIME AND EXPENSES ESTIMATE

The Hybrid Agile team will not operate on a fixed price proposal, but will be based on Full Time resources, empowered to do whatever work necessary to ensure successful project delivery and as such will be funded by a monthly fee sufficient enough to enable this approach. As needed, additional capacity can be added to increase the speed and breadth of the current Sprint focus.

- Estimated Budget (inclusive of Visioning Workshop and Implementation): \$200K – \$300K (Estimate will be refined and narrowed as a result of the Visioning / Discovery Sprint)
- Estimated Timeline:
 - Discovery Sprint: One Week joint workshop followed by 2 weeks of Sprint Planning and Collaborative Review and Signoff
 - Overall project time line will be determined and refined during the Discovery Sprint. This timeline will consist of 2 Business Releases (BR)
 - Business Release 1 (BR1): TBD in duration, with (x) sprints of 2 months duration
 - Business Release 2 (BR2): TBD in duration, with (x) sprints of 2 months duration

Above budgetary estimates are calculated based on the following hourly rates for different ONE Network roles involved in the overall project execution.

Role	Hourly Rate
Executive Sponsor	\$250
Program Director	\$230
Solution Architect	\$230
Functional & Technical Lead (TPM)	\$230
Implementation Consultant	\$200
Developer (DevNet, Integration, Reporting)	\$185

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While the above estimates are provided for budgetary estimates, all work performed by One Network resources will be charged on a time and expenses basis according to the rates detailed above.

Appropriate budget controls and reporting measures will be put in place for the duration of the project to ensure full transparency. In addition, Client will be invoiced monthly for One Network's out-of-pocket expenses incurred in performing the Services.

Fees paid are non-refundable.

6.2 PAYMENT OF ONE NETWORK'S FEES AND EXPENSES

Consulting fees will be invoiced monthly based on work effort performed. To the extent the total fees incurred by One Network exceeds the total estimated fees, Client shall be responsible for same.

In addition, Client will be invoiced monthly for One Network's out-of-pocket expenses incurred in performing the Services. All out-of-pocket expenses shall be approved by the Client.

Fees paid are non-refundable.

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7 Signatures

One Network Enterprises, Inc.

By:

A handwritten signature in blue ink that reads "Gene Trousil".

Authorized Signatory

The Client

By:

A handwritten signature in blue ink that reads "William Billiter".

Authorized Signatory

Name:

Gene Trousil

Title:

COO

Name:

William Billiter

Title:

CEO

MetroGistics

Vision Workshop
Statement of Work

One Network Enterprises

Number 1.0

25/ September/ 2017

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1 Introduction

This Statement of Work (the "SOW"), dated as of [Date], documents the understanding between One Network Enterprises, Inc. ("One Network" or "ONE") and [Customer] ("Client") with respect to certain services and work product to be performed and delivered by One Network related to certain One Network Solutions and more particularly defined in this SOW ("Services"). This SOW is attached to and is a part of that certain Master Agreement by and between the parties or that will be agreed to by the parties.

1.1 Project Description

Background	MetroGistics has chosen One Network as the solution for its Transportation Management Platform
Project Objectives	Implement One Network's Transportation Management Solution
Project Scope	Business Release 0 (BR0) will provide a Solution Vision and expected delivery roadmap. A detailed BR1 and BR2 plan will be completed.

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2 Description of Services

This section describes the scope of the project and what One Network is expected to deliver to the client. This project scope is the basis for the project estimates.

2.1 Scope Overview

One Network will lead a Visioning Workshop to define solution and process vision, define the initial phase of the delivery plan.

The Vision Workshop will define / include:

- Value Streams Definition
- Design Value Tracking Reports
- Solution validation workshops of flows versus industry template
- Identify Gaps to Value if any
- Define and agree to Value Gap resolution alternatives

The following outputs are expected:

- Release Planning including High level timelines for delivery
- Detailed Sprint 1 Plan
- Supplier On-boarding Plan
- Integration Plan
- Documented Architecture / Environment requirements
- Initial Gaps / Requirements Specification Document
- Refined Activation SOW timelines and costs

The BR0 is expected to take 3 weeks:

- 1 week on-site
- 2 weeks daily calls to prepare / refine outputs

Client will be responsible for the following areas:

- Define data gaps
- Define High-Level Integration requirements
- Define High-Level reporting requirements

2.2 Key Requirements (if required)

The Key Requirements for the project are:

- Ensure proper representation of both Business Units and IT
- Ensure all key SMEs are available for sessions / calls
- Executive Sponsor participation throughout 3 weeks to drive alignment, resolve open issues

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3 Project Estimates

The estimates provided regarding project timeline, project resources, and total activation consulting fees are estimates only based on One Network's understanding of the scope of the project as of the date of the Statement of Work, and are included to facilitate Client's budgetary purposes and One Network's resource planning purposes.

3.1 Estimated Consulting Fees

The following table shows a breakdown of the consulting resources and effort required to configure the scope defined in this SOW.

One Network's Consulting team is expected as follows:

Resource	Assigned	Min Days	Max Days
Executive Sponsor	1	1	5
Project Manager	1	9	15
Solution Architect	1	11	15
Application Consultant			
Integration / Reporting Consultant			

The above range of \$38,800 - \$65,200 constitutes a Time and Material estimate. All work / any additional work outside of the scope of this project performed by One Network resources will be charged on a time and material basis according to the rates detailed below. Appropriate budget controls and reporting measures will be put in place for the duration of the project to manage to these estimates.

One Network's time and material rates are as follows:

Resource	Hourly Rate
Executive Sponsor	\$250
Project Manager / Solution Architect	\$230
Principal Consultant / Senior Application Consultant	\$230
Application Consultant	\$200
Integration / Reporting Consultant	\$185

3.2 Payment of One Network's Fees and Expenses

Consulting fees will be invoiced monthly based on work effort performed. To the extent the total fees incurred by One Network exceeds the total estimated fees, Client shall be responsible for same.

In addition, Client will be invoiced monthly for One Network's out-of-pocket expenses incurred in performing the Services. All out-of-pocket expenses shall be approved by the Client.

Fees paid are non-refundable.

MetroGistics Vision SOW

Version

1.0

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4 Signatures

One Network Enterprises, Inc.

The Client

By:

A handwritten signature in blue ink that reads "Gene Tressel".

Authorized Signatory

By:

A handwritten signature in blue ink that reads "Willraun Billiter".

Authorized Signatory

Name:

Gene Tressel

Name:

Willraun Billiter

Title:

COO

Title:

CEO

Date:

10-16-17

Date:

10-16-17